

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
Eastern Division**

WILLIAM LESTER JR.,

Plaintiff,

-v-

PORTFOLIO RECOVERY ASSOCIATES,  
LLC, et al.

Defendants.

Case No.: 1:18-cv-00267-JEO

**DECLARATION OF MARTHA A. KOEHLER**

I, Martha A. Koehler, being duly sworn upon my oath and pursuant to 28 U.S.C. 1746, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my information and belief, and declare as follows:

1. I am over the age of eighteen (18) years and of sound mind and body.
2. This declaration is made on behalf of non-party Synchrony Bank, formerly known as GE Capital Retail Bank ("Synchrony"). Synchrony is a federal savings bank with its charter home office in Draper, Utah.
3. I am employed by Synchrony as Manager of Litigation Support. In this position, I have personal knowledge of the business records of Synchrony and I am a qualified person authorized to declare and certify on behalf of Synchrony. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.
4. The facts stated herein are within my personal knowledge and are based upon my review of the relevant business records of Synchrony, including those annexed hereto. My responsibilities include regularly accessing and reviewing Synchrony's cardholder records,

maintaining and compiling histories of credit card agreements, including communications to and from cardholders. In this role, I am also familiar with the manner in which mailings are sent to Synchrony cardholders. I have performed these responsibilities for Synchrony and its predecessors since July 1994.

5. In the ordinary course of its regularly conducted business, Synchrony maintains electronic records related to each account. These records are made by, or from, information transmitted by an individual with knowledge of the events described therein at or near the time of the event described in each record. Among other things, these records enable Synchrony to determine what documents were sent to a cardholder, and when those documents were sent. Synchrony relies on these electronic records in the ordinary course of managing and servicing its cardholder's accounts.

6. Synchrony's records reflect that on September 25, 2011, Synchrony received an application for a Lowe's credit card account in the name of William L. Lester Jr. On the same day, Synchrony approved the application and issued a Lowe's credit card account in the name of William L. Lester Jr. with an account number ending in 4658 (the "Account").

7. Synchrony's records reflect that the credit card and cardholder agreement for the Account (the "Account Agreement") were mailed to William L. Lester at the address of record on the Account of 1202 6<sup>th</sup> AVE NE in Jacksonville, AL 36265 via the United States Postal Service. The Account Agreement is attached as **Exhibit A**. Synchrony has no record that the credit card or the Account Agreement for the Account was returned as undeliverable.

8. Subsequent to the account being opened, Synchrony's records indicate that on October 9, 2011, Mr. Lester enrolled in e-bill such that an email was sent to his email address of record, [REDACTED] (redacted for privacy reasons), notifying him that his Lowe's

monthly billing statement was available online for viewing. Enclosed within the billing statement dated February 28, 2012 was a change in the terms to the Account. The change in terms is attached hereto as **Exhibit B**. A subsequent change in terms to the Account was enclosed within the billing statement dated February 27, 2015. This change in terms is attached hereto as **Exhibit C**.

9. Synchrony's records reflect that, after the credit card and cardholder agreement were sent to William L. Lester, Mr. Lester made purchases and payments on the Account.

10. Synchrony records reflect that the last payment posted to the Account was on October 16, 2015, which is reflected on the billing statement annexed hereto as **Exhibit D**.

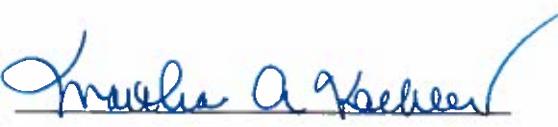
11. Synchrony's records reflect that the last purchase posted to the Account was on November 19, 2015, which is reflected on the billing statement annexed hereto as **Exhibit E**.

12. The Account was charged off on May 29, 2016. The final billing statement issued prior to charge off for the Account is annexed hereto as **Exhibit F**.

13. As part of Synchrony's regular activities in the ordinary course of business, Synchrony maintains a record of any correspondence it receives from its cardholders, including requests to reject or opt out of the arbitration provision. I have reviewed Synchrony's records, and I have found no record of a notice from Mr. Lester exercising his right to reject the arbitration provision governing the Account.

14. According to Synchrony's records, Synchrony sold the Account to Portfolio Recovery Associates, LLC in June 2016. The Account was one of the accounts sold by Synchrony to Portfolio Recovery Associates, LLC under the Bill of Sale and Affidavit of Sale of Account annexed hereto as **Exhibit G**.

Dated: March 28, 2018

  
Martha A. Koehler

# **EXHIBIT A**

situation, we do not give up the same right in another situation. Except as we may agree in writing, we do not give up any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement.

**26. ASSIGNMENT.** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account. This includes our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

**27. SEVERABILITY.** If any part of this Agreement is found to be void or unenforceable under applicable law, all other parts of this Agreement will still apply.

**28. ENTIRE AGREEMENT.** This Agreement, along with the other documents listed in section 1 above, are the entire Agreement between you and us relating to your account. These documents replace any other agreement relating to your account that you and we made earlier or at the same time. This Agreement may not be changed except as provided in this Agreement.

### STATE NOTICES

**NEW JERSEY RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Residents of Wisconsin applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated here by reference.

We have signed this Agreement as follows:

Margaret Keane  
Executive Vice President  
GE Money Bank

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

GE Money Bank  
P.O. Box 965003  
Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

GE Money Bank  
P.O. Box 965003  
Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### GE MONEY BANK LOWE'S CREDIT CARD ACCOUNT AGREEMENT



#### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>24.99%</b>
<b>How to Avoid Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

#### Fees

<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance". See your credit card account agreement below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement below.

### GE MONEY BANK LOWE'S CREDIT CARD ACCOUNT AGREEMENT

**1. CONTRACT.** This Agreement ("Agreement") is a contract for the extension of credit. It controls your Lowe's credit card account. This Agreement includes this document and the following documents:

- The application or any other document you submitted to us in connection with the account; and
- The privacy policy that is enclosed with or attached to this document.

By opening or using your account, you agree to the terms of this Agreement. This Agreement starts when (i) you give us an account application we approve or (ii) you use your account or let someone else use it, whichever occurs first.

**2. PARTIES.** The parties to this Agreement are you and GE Money Bank. GE Money Bank is located at 170 West Election Road, Suite 125, Draper, Utah 84020. GE Money Bank sometimes is called "us", "we" or "our" in this Agreement.

**3. PROMISE TO PAY.** You promise to pay us for all credit that we extend on your account, including credit extended when you let another person use your account. You also promise to pay us for all other amounts owed to us under this Agreement.

**4. CHANGING TERMS.** Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of this Agreement, including the interest rates, fees and charges.

**5. GOVERNING LAW.** Except as provided in the Dispute and Claim Resolution (Including Arbitration) provision, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

**6. CREDIT CARD.** We have issued or will send you a Lowe's credit card for your use. You are not permitted to allow anyone else to use your credit card, but if you do, you will be responsible for such use. You will destroy all the credit card(s) issued on your account if we ask you to do so.

**7. AUTHORIZED USER/JOINT ACCOUNT.** If you ask us to send a credit card to another person that you want to let use your account, you will be responsible for all transactions made by that person. That person will be considered an authorized user. If another person is approved on the account, that person will be considered a joint accountholder. Each joint accountholder may use the account and agrees to the terms of this Agreement. No matter which joint accountholder uses the account, each of you must pay back the full amount owed on the account. We may treat each of you as one accountholder. For example, giving notice to one of you is considered the same as giving notice to both of you. Also, we may follow the instructions that we get from one of you even if they differ from instructions given by the other accountholder.

**8. USING YOUR ACCOUNT.** You may use your account only as stated in this Agreement. You may use your account to make purchases of goods or services from Lowe's locations including on [www.lowes.com](http://www.lowes.com). You may use your account only for lawful personal, family or household purposes.

#### 9. CREDIT LIMITS.

**A. Assigning Credit Limit.** We will assign a credit limit on your account. This is the highest amount of total credit we will extend to you on your account. We may increase or decrease this limit at any time.

**B. Exceeding your Credit Limit.** We may refuse to authorize you to use your account if that use (including any fees associated with that use) will cause the total you will owe on your account to be more than your credit limit. If we approve a purchase that causes the total you will owe on your account to be more than your credit limit, we do not give up any of our rights under this Agreement and we do not treat it as an increase in your credit limit.

**C. Limiting Purchases.** We reserve the right to not approve purchases on your account. To prevent fraud, we may also limit the number or dollar amount of purchases you can make in a particular amount of time.

**10. INTEREST.** This section explains (i) the interest rates that will apply to your account, (ii) when interest will be charged on your account, and (iii) how the amount of interest is calculated.

**A. Rates.** The following rates apply to purchases. The Annual Percentage Rates (APRs) applicable to your account are shown in the table above and will also be shown on your billing statement.

We calculate interest on the balance of your account each day. We use a daily rate to calculate the interest each day. The daily rate is equal to the APR divided by 365.

**1. Purchase Rate.** The daily purchase rate is **.06847% (APR 24.99%).**

**2. Special Promotional Financing Offer Information.** At times, we may offer you special financing promotions when you use your account for certain transactions ("special promotions"). The provisions of this Agreement apply to any special promotion, unless otherwise provided under the terms of the special promotion. Below is a description of certain special promotions that may be offered.

• <b>No Interest if Paid in Full Within 6 Months</b>	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.
• <b>No Interest if Paid in Full Within 12 Months</b>	
• <b>No Interest if Paid in Full Within 18 Months</b>	At the time your account is opened, this is an <b>APR of 24.99%</b> .

All of these promotions work as follows: When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional

period: (1) the promotional purchase amount, and (2) any related optional credit insurance fees or cancellation charges. You do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. We may terminate your participation in any special promotion if you become more than 60 days late on any payment due on your account. If we terminate your participation in any special promotion, each special promotion balance will no longer be subject to the terms of the special promotion. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

**B. When We Charge Interest.** We charge interest on your purchases from the date you make the purchase until you pay the purchase in full, except as set forth below:

- We will not charge you interest during a billing cycle on any purchases if (i) you had no balance at the beginning of the billing cycle, or (ii) you had such a balance, you paid that balance in full by the due date in that billing cycle.
- We will not charge you interest during a billing cycle on the amount of any payment you make by the due date that we allocate to purchases if (i) you had no balance at the beginning of the previous billing cycle, or (ii) you had such a balance, you paid that balance in full by the due date in the previous billing cycle.

**C. How We Calculate Interest.** During billing cycles in which interest is charged, for each balance type on your account we figure the interest charge on your account by applying the daily rate to the "daily balance" of your account for each day in the billing cycle. A separate daily balance will be calculated for the following balance types: purchases and other balances that are subject to different interest rates, plans or special promotions.

To calculate the daily interest charge, we do the following steps each day for each balance type:

- First, we determine the "daily balance". To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance subject to an interest charge. Late payment fees are treated as new purchases.
- Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account.
- Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day.

Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type. We charge a minimum of \$1.00 of interest in any billing cycle in which you owe interest and this charge is added proportionately to each balance type.

#### 11. FEES.

We charge the following fees. The table at the beginning of this Agreement shows the amount of each fee.

**A. Penalty Fees. A Late Payment Fee** if we do not receive at least the total minimum payment due on your account as shown on your billing statement by 5:00 p.m. (ET) on the due date. The amount of the late payment fee will be equal to: (1) \$25 if you have paid at least your total minimum payment due by the due date in each of the prior six billing cycles or (2) \$35 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.

#### 12. PAYMENTS.

**A. Required Payment and Crediting of Payment.** Each billing cycle you must pay at least the total minimum payment by 5:00 p.m. (ET) on the payment due date. You may at any time pay more than the total minimum payment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. Any payments received after 5:00 p.m. (ET) will be credited as of the next day. We may delay making credit available on your account in the amount of your payment.

**B. Minimum Payment.** Your total minimum payment will be calculated as shown below. We round up to the next highest whole dollar in figuring your total minimum payment. In addition, if your new balance on your billing statement is less than \$15.00, then your total minimum payment will be equal to the new balance. Your total minimum payment will be:

1. The sum of the following:

- (a) The greater of i. or ii. below:
  - (i) \$15.00; or
  - (ii) 1/32nd of the new balance shown on your billing statement; PLUS
- (b) Any past due amounts; PLUS
- (c) Any payment due in connection with a specific promotional purchase with a unique minimum payment calculation; PLUS
- (d) The monthly charges for any optional credit insurance or debt cancellation product you have elected to purchase for your account.

OR

2. If you are charged a late payment fee during a billing cycle, for the next four months, we will make the following calculation each month as long as you make at least the total minimum payment each month as shown in section 1 above. We will calculate if the total of your payments is at least equal to the sum of the following: (A) the interest billed on your statement each month, plus (B) 1% of the new balance shown on your billing statement each month, plus (C) the late payment fee that was assessed in the billing cycle before the four month period. If for the four month period the sum of your payments is not at least equal to the sum of A, B and C, then your total minimum payment for future billing cycles will be the greater of either:

- (a) the minimum payment calculation shown in section 1 above; or
- (b) the sum of:
  - (i) 1% of the new balance shown on your billing statement plus interest and late payment fees charged to your account in the current billing cycle; PLUS
  - (ii) Any past due amounts; PLUS
  - (iii) Any payment due in connection with a specific promotional purchase with a unique minimum payment calculation.

**C. How to Make a Payment.** To make a payment you must follow all the instructions below and the instructions on your billing statement. If you do not, credit of your payment to your account may be delayed up to five days.

**1. Do the following:** (a) make your payment in United States dollars by check, money order, or similar instrument from a bank located in the U.S.; (b) send the payment coupon from your billing statement with your payment; (c) send the payment and payment coupon in the envelope provided with your billing statement to the payment address listed on your billing statement; and (d) send only one payment and one payment coupon in each envelope. Alternatively you may make your payment online at the website address shown on your billing statement, provided you make your payment in United States dollars from a bank located in the U.S.

**2. Do not do the following:** (a) staple, paper clip, tape or fold your payment or payment coupon; (b) include any other papers or items with your payment; or (c) send us cash.

**D. Other Ways to Make a Payment.** Lowe's stores in the United States take payments that you make to them as a convenience to you. We may not credit those payments to your account until we receive them. We may allow you to make payments over the phone as an accommodation to you, but we may charge you a fee to do so.

**E. Disputed Amounts.** If you send us correspondence about a disputed amount, you must send it to the address for billing inquiries shown on your billing statement. You may not send it to the payment address shown on your billing statement. By "disputed amount", we mean a payment of less than the full balance on your account that is labeled as "payment in full" or similar language, or is given to us as full satisfaction of a disputed amount, or is given to us with other conditions or limitations. We may accept these types of payments without giving up any of our rights.

**F. Authorization.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**G. Payment Allocation.** We reserve the right to select the method by which the required minimum payment is allocated to different balances on your account. Some or all of the required minimum payment on your account may be applied to lower APR balances before higher APR balances. The payment allocation method that we use may result in higher interest on your account or reduced savings attributable to any special promotions. Any payment you make in excess of the required minimum payment will be allocated to balances with higher APRs before balances with lower APRs, unless applicable law requires or permits otherwise (such as when your account has a certain type of special promotion).

**13. CANADIAN TRANSACTIONS.** In addition to making purchases from Lowe's in the United States, your card can also be used to make purchases from any Lowe's store in Canada (each such purchase, a "Canadian Purchase"). In addition to all other provisions of this agreement, the following additional terms will apply to each Canadian Purchase.

**A.** If you make or return a Canadian Purchase in Canadian dollars, we will convert the transaction amount into U.S. dollars using our currency conversion procedure. Under the currency conversion procedure that we currently use, the Canadian dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the Canadian dollar currency by a currency conversion rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate selected in our discretion. The currency conversion rate that we use for a particular transaction is the rate in effect when we do the conversion. This rate may differ from the rate in effect when the Canadian Purchase or return occurred or when it was posted to your account, and may be higher or lower than the rate you could have gotten if you had converted U.S. dollars into Canadian dollars.

**B.** Returns of Canadian Purchases will be subject to Lowe's return policies. Under the return policies currently in effect, a Canadian Purchase can only be returned at a Lowe's store in Canada and cannot be returned at a Lowe's store in the United States. In the event that a United States Lowe's store does permit the return or exchange of the Canadian Purchase, the Lowe's store will not issue a credit to your account for the Canadian Purchase amount. For example, the United States Lowe's store, in its

discretion may provide you with the merchandise, a gift card or cash in exchange for the Canadian Purchase. The Canadian Purchase amount will continue to be a part of your account balance, and you will remain responsible for paying the Canadian Purchase amount.

**14. SECURITY INTEREST.** You grant us a purchase money security interest in each item of merchandise purchased on your account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to interest on the account, and then to pay off each purchase on the account in the order in which the purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you made a purchase pursuant to a credit promotion, the balance with respect to the promotional purchase may be shown on statements during the promotional period and may reflect a different payment allocation method. In no event will we assert a security interest in the promotional purchase for an amount greater than the lowest balance shown on a statement for that promotional purchase. We agree that no security interest is or will be retained or acquired under this agreement in any real property which is used or is expected to be used as your dwelling.

**15. UNAUTHORIZED USE.** If you notice the loss or theft of your credit card or possible unauthorized use of your card, you should call us immediately at: 1-800-444-1408. You will not be liable for any unauthorized use on your account.

You agree that unauthorized use does not include use by a person to whom you have given your card or allowed use of your account. You will be responsible for all use by such a person.

#### 16. YOUR CREDIT REPORTS AND ACCOUNT INFORMATION.

**A. Using and Sharing Your Information.** When you applied for an account you gave us information about yourself. You also agreed that we could ask others for information about your creditworthiness and that we could ask consumer reporting agencies for your consumer report. We use this information in considering your application. We also use this information for any updates, renewals or extensions of credit on your account. We use this information to review and collect your account. We use this information to provide you with offers. We may give information about you or your account to consumer reporting agencies and other proper parties. This information may include your performance under this Agreement.

**B. Inaccurate Information. Tell us if you think we reported wrong information about you to a consumer reporting agency (also called a credit bureau).** Write to us at P.O. Box 965005, Orlando, FL 32896-5005. In your written communication, tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send a copy of it with your written communication. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**17. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT.** We will give information about you and your account to Lowe's Companies, Inc. (and its affiliates) and you consent to this. Lowe's Companies, Inc. will use the information in connection with the account program. Lowe's Companies, Inc. will also use the information for things like creating and updating its records and offering you special benefits. We will use information about you and your account as set forth in the privacy policy that is attached to or enclosed with this document.

**18. CHANGE OF ADDRESS/PHONE NUMBER.** You agree to tell us right away if you change your address or phone number(s). We will contact you at the address in our records until we are able to update our records with your new address.

**19. CONSENT TO COMMUNICATIONS.** You consent to us contacting you using all channels of communication and for all purposes (including collection purposes), using all contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you about your account, including using text messages, any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan. You are responsible for any charges for contacting you that may be billed to you by your communications carriers.

**20. TELEPHONE MONITORING.** For quality control purposes, you permit us to listen to or record telephone calls between you and us.

#### 21. CLOSING YOUR ACCOUNT.

**A. When You May Close Your Account.** You may close your account at any time by writing or calling us and asking us to close your account. You must send this writing to the address shown on your billing statement or call us at the customer service number shown on your billing statement. We will close your account after we get your request.

**B. When We May Close Your Account.** Subject to the requirements and limitations of applicable law, we may close your account at any time and for any reason.

**C. After You or We Close Your Account.** If you or we close your account, you must stop using it. You will still have to pay us the full amount you owe on your account. This Agreement controls your account until you pay it in full.

#### 22. DEFAULT.

Subject to the requirements and limitations of applicable law, you are in default if you:

- Make a late payment;
- Do not follow any other term of this Agreement; or
- Become bankrupt or insolvent.

If you default or upon your death, we may, subject to the requirements and limitations of applicable law: (i) make the full amount owing on your account due right away; (ii) bring a legal action to collect all amounts owed; and/or (iii) take any action allowed by law. We may also reduce your credit limit or close your account at any time whether or not you are in default.

**23. COLLECTION COSTS.** If we ask an attorney to collect your account, we may charge you our collection costs. Collection costs may include court costs and reasonable attorneys' fees. We will charge these costs only if the attorney we ask to collect is not our salaried employee and the law allows us to do so.

#### 24. DISPUTE AND CLAIM RESOLUTION (INCLUDING ARBITRATION) PROVISION.

**General/Requirement to Arbitrate.** PLEASE READ THIS PROVISION CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. This Provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your Account, including termination.

Upon demand, and except as otherwise provided below, you and we must arbitrate individually any dispute or claim between you, any joint cardholder and/or any additional cardholder, on the one hand; and us, our affiliates, agents and/or Lowe's, on the other hand, if the dispute or claim arises from or relates to your Account. However, we will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) any claim by us that only involves our effort to collect money you owe us. However, if you respond to a collection lawsuit by claiming that we engaged in any wrongdoing, we may require you to arbitrate.

**YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY CARDHOLDER WHO IS NOT A JOINT OR ADDITIONAL CARDHOLDER WITH YOU ON YOUR ACCOUNT (AN "UNRELATED CARDHOLDER"), AND YOU AGREE THAT NO UNRELATED CARDHOLDER MAY BRING ANY CLAIMS AGAINST US ON YOUR BEHALF. CLAIMS BY YOU AND BY AN UNRELATED CARDHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION.** Only a court may decide whether any part of this paragraph is enforceable. If it is finally determined that this paragraph is not fully enforceable, only this sentence of the Provision will remain in force and the remainder of the Provision will be null and void, provided that the court's determination concerning the enforceability of this paragraph shall be subject to appeal.

**Starting an Arbitration.** If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Money Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND and our notice must be sent to the most recent address for you in our files. The party seeking arbitration must select as the arbitration administrator either the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither the AAA nor JAMS is able or willing to handle the dispute, then the parties will resolve their dispute in court.

The arbitration administrator will appoint the arbitrator and tell the parties what to do next. The arbitrator must be a lawyer with at least ten years legal experience. In making decisions or awarding remedies, the arbitrator must apply the same law and legal principles that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Provision, this Provision will control.

**Arbitration Location and Fees.** The arbitration will take place by phone or at a location reasonably convenient to you. Upon your request, we will normally pay all the fees the administrator or arbitrator charges, if we believe you are acting in good faith. We will always pay these arbitration costs, as well as your legal fees and costs, to the extent required under applicable law or in order for this Provision to be enforced.

**Governing Law.** This Provision is governed by the Federal Arbitration Act (the "FAA"). Utah law shall apply to the extent state law is relevant under Section 2 of the FAA in determining the validity of this Provision. The arbitrator must follow: (1) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court; (2) this Provision; and (3) the administrator's rules. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

**Rejecting this Provision. You may reject this Provision, in which case only a court may be used to resolve any dispute or claim.** Rejection will not affect any other aspect of the card holder agreement. To reject, you must send us a notice within 60 days after you open your account or we first provide you with a right to reject this Provision. The notice must include your name, address, and account number and be mailed to GE Money Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this Provision.

**25. WAIVER.** We may decide to give up any of our rights under this Agreement. This includes our right to impose the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one

# **EXHIBIT B**

credit is granted, is furnished a copy of the agreement, statement or decree. This document may be furnished to the adverse party when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

**PUERTO RICO RESIDENTS:** You may request a copy of this Agreement in Spanish.

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:

Margaret Keane  
Executive Vice President  
GE Capital Retail Bank

## YOUR BILLING RIGHTS SUMMARY

### Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

GE Capital Retail Bank  
P.O. Box 965003  
Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us *within 10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

GE Capital Retail Bank  
P.O. Box 965003  
Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## GE CAPITAL RETAIL BANK

### SECTION I: RATES AND FEES TABLE LOWE'S CREDIT CARD ACCOUNT AGREEMENT

#### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>24.99%</b>
<b>How to Avoid Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, there is a minimum interest charge. The amount of the minimum interest charge is not changing at this time and is the same amount provided in your existing terms.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

#### Fees

<b>Penalty Fees</b>	Up to \$35
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**How We Will Calculate Your Balance:** We use a method called "daily balance". See your credit card account agreement below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement below.

### SECTION II: RATES, FEES AND PAYMENT INFORMATION LOWE'S CREDIT CARD ACCOUNT AGREEMENT

#### How Interest is Calculated

<b>Your Interest Rate</b>	We use a daily rate to calculate the interest on the balance on your account each day. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. The daily rate for purchases is the purchase APR times 1/365.  The daily rate for purchases is .06847% (APR 24.99%).
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#### When We Charge Interest

	We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below. <ul style="list-style-type: none"> <li>• We will not charge you interest during a billing cycle on any purchases if:               <ol style="list-style-type: none"> <li>1. You had no balance at the start of the billing cycle; OR</li> <li>2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.</li> </ol> </li> <li>• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:               <ol style="list-style-type: none"> <li>1. You had no balance at the start of the previous billing cycle; OR</li> <li>2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.</li> </ol> </li> </ul>
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#### How We Calculate Interest

	We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works. <ol style="list-style-type: none"> <li>1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance subject to an interest charge. Late payment fees are treated as new purchases.</li> <li>2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies.</li> <li>3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1.</li> <li>4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle.</li> </ol> <p>We charge a minimum interest charge in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>
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#### How Fees Work

<b>Late Payment Fee</b>	We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to: <ol style="list-style-type: none"> <li>1. \$25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles.</li> <li>OR</li> <li>2. \$35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.</li> </ol> <p>The late payment fee will not be more than the total minimum payment that was due.</p>
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**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

**Closing Your Account.** You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

**Collection Costs.** If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

**Credit Bureau Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

**Default.** You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

**Disputed Amounts.** The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

**Unauthorized Use.** If your card is lost, stolen or used without your consent, call us immediately at 1-800-444-1408. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

**Canadian Transactions.** The following additional terms will apply to each Canadian Purchase.

If you make or return a Canadian Purchase in Canadian dollars, we will convert the transaction amount into U.S. dollars using our currency conversion procedure. Under the currency conversion procedure that we currently use, the Canadian dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the Canadian dollar currency by a currency conversion rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate selected in our discretion. The currency conversion rate that we use for a particular transaction is the rate in effect when we do the conversion. This rate may differ from the rate in effect when the Canadian Purchase or return occurred or when it was posted to your account, and may be higher or lower than the rate you could have gotten if you had converted U.S. dollars into Canadian dollars.

Returns of Canadian Purchases will be subject to Lowe's return policies. Under the return policies currently in effect, a Canadian Purchase can only be returned at a Lowe's store in Canada and cannot be returned at a Lowe's store in the United States. In the event that a U.S. Lowe's store does permit the return or exchange of the Canadian Purchase, the Lowe's store will not issue a credit to your account for the Canadian Purchase amount. For example, the U.S. Lowe's store, in its discretion, may provide you with other merchandise, a gift card or cash in exchange for the Canadian Purchase. The Canadian Purchase amount will continue to be a part of your account balance, and you will remain responsible for paying the Canadian Purchase amount.

**IMPORTANT INFORMATION ABOUT THIS AGREEMENT**

**Assignment.** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

**Enforceability.** If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law.** Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

**Waiver.** We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

**RESOLVING A DISPUTE WITH ARBITRATION**

**PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

**• What claims are subject to arbitration**

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or Lowe's Companies, Inc., if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

**• No Class Actions**

**YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.**

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

**• How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Capital Retail Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

**• Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

**• How to reject this section.**

**You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to GE Capital Retail Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.**

**SECTION IV: OTHER IMPORTANT INFORMATION  
LOWE'S CREDIT CARD ACCOUNT AGREEMENT****STATE NOTICES**

**NEW JERSEY RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time

**Minimum Payment Calculation**

Your total minimum payment is calculated as follows.

The sum of:

A. The greater of:

1. \$25 (which includes any past due amounts)

OR

2. The sum of the following amounts, rounded up to the next highest whole dollar:

a. Any past due amounts; PLUS

b. 1% of your new balance (excluding any balance in connection with a special promotional purchase with a unique payment calculation) shown on your billing statement; PLUS

c. Any late payment fees charged in the current billing cycle; PLUS

d. All interest charged in the current billing cycle; PLUS

e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

PLUS

B. The monthly charges for any optional credit insurance or debt cancellation product you have elected to purchase for your account.

Your total minimum payment will never be more than your new balance.

**Special Promotional Financing Offer Information**

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered:

• No Interest if Paid in Full Within 6 Months	
• No Interest if Paid in Full Within 12 Months	For each promotion, if the promotional purchase is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.
• No Interest if Paid in Full Within 18 Months	
• No Interest if Paid in Full Within 24 Months	

When you make a qualifying purchase under one of the promotions shown immediately above, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promotional period. If you do not, interest will be assessed on the promotional purchase from the date of the purchase. Minimum monthly payments are required.

OR

• No Interest for 24 Months	For each promotion, after the promotion ends, the APR that applies to your account when the promotional purchase is made will apply.
• No Interest for 36 Months	

When you make a qualifying purchase under one of the promotions shown immediately above, no interest will be assessed on the purchase during the promotional period and a unique monthly payment will be required equal to at least 4.1667% of your initial promo purchase amount for 24 month promotions, or 2.7778% of such amount for 36 month promotions.

For all the promotion types shown above: Regular account terms apply to non-promotional purchases and, after promotion ends, to your promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

**SECTION III: STANDARD PROVISIONS  
LOWE'S CREDIT CARD ACCOUNT AGREEMENT****ABOUT THE CREDIT CARD ACCOUNT AGREEMENT**

**This Agreement.** This is an Agreement between you and GE Capital Retail Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document, the application you submitted in connection with the account, and any financial terms of your account not otherwise revised by the enclosed Important Changes to Your Account Terms notice. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

**Parties To This Agreement.** This Agreement applies to each account holder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one account holder and may refer to each of you as "you" or "your". GE Capital Retail Bank may be referred to as "we", "us" or "our".

**Changes To This Agreement.** We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

**Special Promotions.** The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising and other disclosures provided to you.

**HOW TO USE YOUR ACCOUNT/CARD**

**Use Of Your Account.** You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Lowe's locations including on [www.lowes.com](http://www.lowes.com). In addition to making purchases from Lowe's in the United States, your card can also be used to make purchases from any Lowe's store in Canada (each such purchase, a "Canadian Purchase"). See the Important Information About Your Account section for additional terms that will apply to each Canadian Purchase.

**You Promise To Pay.** You promise to pay us for all amounts owed to us under this Agreement.

**Your Responsibility.** Each account holder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

**Purchase Limits.** To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

**Credit Limit.** You will be assigned a credit limit that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

**HOW AND WHEN TO MAKE PAYMENTS**

**When Payments Are Due.** You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

**Payment Options.** You can pay by mail, online or in a Lowe's store. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

**How To Make A Payment.** You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

**Payment Allocation.** We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

**INFORMATION ABOUT YOU**

**Using And Sharing Your Information.** We will share information about you with Lowe's Companies, Inc. Lowe's Companies, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

**Address/Phone Change.** You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

**Consent To Communications.** You consent to us contacting you using all channels of communication and for all purposes. We will use any contact information you provide. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

**Telephone Monitoring.** For quality control, we allow us to listen to and/or record telephone calls between you and us.

# **EXHIBIT C**

Changes to Your Account Terms					
<p>The following is a summary of changes that are being made to your account terms. These changes will take effect on 04/29/15.</p> <table border="1"> <thead> <tr> <th colspan="2">Revised Terms</th> </tr> </thead> <tbody> <tr> <td>Late Payment Fee</td> <td>Up to \$38</td> </tr> </tbody> </table> <p>Additional Information about the Late Payment Fee change      We are changing the Late Payment Fee applicable to your account. The Late Payment Fee terms in your credit card agreement will be replaced with the Late Payment Fee terms shown below.      Please keep this important document for your records.</p> <p>"Late Payment Fee.      We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:      1. \$27, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles.      OR      2. \$38, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.      The late payment fee will not be more than the total minimum payment that was due."</p>		Revised Terms		Late Payment Fee	Up to \$38
Revised Terms					
Late Payment Fee	Up to \$38				

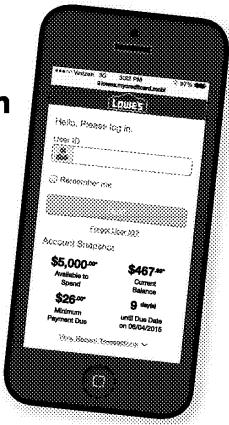
# **EXHIBIT D**



**You always have key account information  
on hand with new Account Snapshot.**

Once you enroll in Mobile Account Snapshot, you can view key information without logging in.\*

Visit  
**Lowes.mycreditcard.mobi**  
to add Snapshot to your Login



\*For Account Snapshot to function, users must enroll in the program on the same mobile device.

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**Lowe's® Credit  
Card Account**

WILLIAM L LESTER JR

Account Number [REDACTED] 465 8

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)

Customer Service: 1-800-444-1408

<b>Statement Account Summary</b>	
Previous Balance	\$3,162.11
- Payments	\$96.00
- Other Credits	\$0.00
+ Purchases/Debits	\$94.94
+ Fees Charged	\$0.00
+ Interest Charged	\$67.88
New Balance	\$3,228.93
Credit Limit	\$3,400.00
Available Credit	\$171.00
Statement Closing Date	10/30/2015
Days in Billing Cycle	31

<b>Payment Information</b>									
New Balance	\$3,228.93								
Total Minimum Payment Due	\$101.00								
Payment Due Date	11/22/2015								
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.									
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:									
<table border="1"> <tr> <td>Keep track of your minimum payment due date. If you make only the minimum payment due date, you will pay more in interest and it will take you longer to pay off your balance.</td> </tr> <tr> <td>Only the minimum payment</td> <td>15 years</td> <td>\$8,568.00</td> </tr> <tr> <td>\$128.00</td> <td>3 years</td> <td>\$4,622.00 (Savings = \$3,946.00)</td> </tr> </table>			Keep track of your minimum payment due date. If you make only the minimum payment due date, you will pay more in interest and it will take you longer to pay off your balance.	Only the minimum payment	15 years	\$8,568.00	\$128.00	3 years	\$4,622.00 (Savings = \$3,946.00)
Keep track of your minimum payment due date. If you make only the minimum payment due date, you will pay more in interest and it will take you longer to pay off your balance.									
Only the minimum payment	15 years	\$8,568.00							
\$128.00	3 years	\$4,622.00 (Savings = \$3,946.00)							
If you would like information about credit counseling services, call 1-877-302-8775.									

<b>Transaction Summary</b>				
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
10/08	10/08	23948	STORE 2659 ANNISTON AL -, DRAIN CLEANERS	\$14.08
			BOTTLED WATER, PROMOTIONAL DISCOUNT	
10/16	10/16		PAYMENT - THANK YOU	(\$96.00)
10/16	10/16	13651	STORE 2659 ANNISTON AL	\$80.86

(Continued on next page)

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

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Account Number: [REDACTED] 465 8		
Next Minimum Payment Due Date	Payment Due Date	Net Due Date

Save a stamp. \$ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] . [REDACTED]

\*24012784658\*

WILLIAM L LESTER JR  
1202 6TH AVE NE  
JACKSONVILLE AL 36265-1110

TFADDATTFTATFAFADTAFTTATATTADAAADADFAAADFDAFTFDDDFDDTFTATDDDTFTF  
Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914  
TFATTFDFFFTDFDATTATTATFFFDTTTAFTFAFTTTFTFTDATAADTFAADTFAADF

00101000009600 001010000322893 000 [REDACTED] [REDACTED] 4 65803

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.**

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3D (Daily Balance excluding current transactions):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

01DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street			
	Address			
	City, State			
	ZIP			
	Phone #	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
	Email	Email Address		

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.



Transaction Summary		Description of Transaction or Credit		Amount
Tran Date	Post Date	Reference Number/ Invoice Number		
		-, LAUNDRY DETERGENT		
		DISHWASHER DETERGENT		
		LED RETROFIT LIGHT BULBS		
		PAPER TOWELS, BOTTLED WATER		
		PAINT SAMPLES		
		FEES		
		TOTAL FEES FOR THIS PERIOD		\$0.00
		INTEREST CHARGED		
10/30	10/30	INTEREST CHARGE ON PURCHASES		\$67.88
		TOTAL INTEREST FOR THIS PERIOD		\$67.88
<b>Total Fees Charged in 2015</b>				
\$27.00				
<b>Total Interest Charged in 2015</b>				
\$631.62				
<b>Total Interest Paid in 2015</b>				
\$621.93				

Your Annual Percentage Rate (APR)					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$3,197.96	\$67.88	2D

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase from the date of purchase at a rate of 24.99%. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Offer dates and other terms will be disclosed in promotional advertising. Regular account terms apply to non-promo purchases and, after promotion ends, to promo purchases. Cannot be combined with other credit related promotional offers.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

Please Note: When contacting the Lowe's Credit Center, you must be listed as an account owner to obtain information about the account. We cannot disclose information to authorized users or third parties.

Moving? Visit [Lowesmoving.com](http://Lowesmoving.com) for tools, tips and valuable offers to make your move easier.

Don't get caught by an email scam. Occasionally, criminals send emails that look like they're from a retailer, bank or other financial institution. This scam is called phishing. Phishing emails can look almost identical to real emails from Synchrony Bank. The emails try to trick people into revealing credit card or bank account numbers.

Taking these four steps can protect you from fraud and identity theft. 1) Never respond to an email with your account or social security number. 2) Upgrade to the latest Internet browsers and use anti-virus and anti-spyware software. 3) Know your account status. Don't be fooled by false claims that it is in jeopardy. 4) Remember, Synchrony Bank emails regarding your account will always display the last four digits of your account number and never ask for confidential information.

| —|



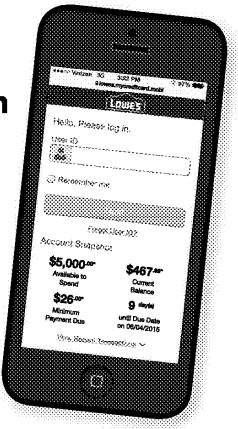
# **EXHIBIT E**



**You always have key account information  
on hand with new Account Snapshot.**

Once you enroll in Mobile Account Snapshot, you can view key information without logging in.\*

Visit  
**Lowes.mycreditcard.mobi**  
to add Snapshot to your Login



\*For Account Snapshot to function, users must enroll in the program on the same mobile device.

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**Lowe's® Credit  
Card Account**

WILLIAM L LESTER JR

Account Number [REDACTED] 465 8

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)

Customer Service: 1-800-444-1408

<b>Statement Account Summary</b>	
Previous Balance	\$3,228.93
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases/Debits	\$11.17
+ Fees Charged	\$38.00
+ Interest Charged	\$68.12
New Balance	\$3,452.22
Credit Limit	\$3,400.00
Available Credit	OVERLIMIT
Statement Closing Date	11/29/2015
Days in Billing Cycle	30

<b>Payment Information</b>		
New Balance	\$3,452.22	
Amount Past Due	\$101.00	
Total Minimum Payment Due	\$242.00	
Payment Due Date	12/22/2015	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
<b>If you make no additional charges using this card and \$100.00 monthly minimum payment</b>	<b>You will pay off the balance in 16 years</b>	<b>And you will end up paying an additional total of \$8,984.00</b>
Only the minimum payment	16 years	\$8,984.00

If you would like information about credit counseling services, call 1-877-302-8775.

<b>Recent Transactions</b>			
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit
11/14	11/14	06866	STORE 2659 ANNISTON AL -, BOTTLED WATER SALTY, CONFECTION SALTY, CHIPS PROMOTIONAL DISCOUNT
11/19	11/19	14795	STORE 0698 OXFORD AL -

(Continued on next page)

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

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Account Number: [REDACTED] 465 8			
Current Balance	Amount Due	Minimum Payment Due	New Balance
\$242.00	\$101.00	12/22/2015	\$3,452.22

Save a stamp. \$ [REDACTED] [REDACTED] [REDACTED] [REDACTED] . [REDACTED] [REDACTED]

\*24012784658\*

WILLIAM L LESTER JR  
1202 6TH AVE NE  
JACKSONVILLE AL 36265-1110

FFFD TATF DADFA DADTA ATDF ATTFT AFFFT DDFD ADDDD ADDF DDDDD FT AATT ATDT F  
Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914  
FDFFT DATDAFT FAADFT DATDDT DFFFATFDDTFDDAFTAATFDFDDDF DATATAAFTFAAA

00141000009600 002420000345222 000 [REDACTED] [REDACTED] 4 65803

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.**

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3D (Daily Balance excluding current transactions):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

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This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street			
	Address			
	City, State			
	ZIP			
	Phone #	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
	Email	Email Address		

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.



Transaction Summary		Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
Tran Date	Post Date			
11/19	11/19	13658	PLUMBING-TUBULAR DRAINAGE FIREWOOD, KING SIZE KING SIZE COLD/SINGLE SERVE GATORADE CHIPS	\$50.72
			STORE 2659 ANNISTON AL	
			-	
			TOOLS - PLIERS AND WRENCHES IMPORT BATH TISSUE, PAPER TOWELS BOTTLED WATER, CHIPS STANDARD SIZE	
11/19	11/19	14181	STORE 2659 ANNISTON AL	\$33.34
			-	
			PLUMBING-TUBULAR DRAINAGE BASIC PLEATED AIR FILTERS BASIC PLEATED AIR FILTERS CONFECTION, PROMOTIONAL DISCOUNT FEES	
11/22	11/22		LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
11/29	11/29		INTEREST CHARGE ON PURCHASES	\$68.12
			TOTAL INTEREST FOR THIS PERIOD	\$68.12
<b>2015 Totals</b>				
			Total Fees Charged in 2015	\$65.00
			Total Interest Charged in 2015	\$699.74
			Total Interest Paid in 2015	\$621.93

Account Details					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$3,316.23	\$68.12	2D

**YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.**

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase from the date of purchase at a rate of 24.99%. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Offer dates and other terms will be disclosed in promotional advertising. Regular account terms apply to non-promo purchases and, after promotion ends, to promo purchases. Cannot be combined with other credit related promotional offers.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

Please Note: When contacting the Lowe's Credit Center, you must be listed as an account owner to obtain information about the account. We cannot disclose information to authorized users or third parties.

Moving? Visit [Lowesmoving.com](http://Lowesmoving.com) for tools, tips and valuable offers to make your move easier.

Don't get caught by an email scam. Occasionally, criminals send emails that look like they're from a retailer, bank or other financial institution. This scam is called phishing. Phishing emails can look almost identical to real emails from Synchrony Bank. The emails try to trick people into revealing credit card or bank account numbers.

Taking these four steps can protect you from fraud and identity theft. 1) Never respond to an email with your account or social security number. 2) Upgrade to the latest Internet browsers and use anti-virus and anti-spyware software. 3) Know your account status. Don't be fooled by false claims that it is in jeopardy. 4) Remember, Synchrony Bank emails regarding your account will always display the last four digits of your account number and never ask for confidential information.



# **EXHIBIT F**


**Lowe's® Credit  
Card Account**

 WILLIAM L LESTER JR  
 Account Number [REDACTED] 465 8

 Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)  
 Customer Service: 1-800-568-0156

Previous Balance	\$3,906.48
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases/Debits	\$0.00
+ Fees Charged	\$37.00
+ Interest Charged	\$81.25
New Balance	\$4,024.73
Credit Limit	\$3,400.00
Available Credit	\$0.00
Statement Closing Date	04/29/2016
Days in Billing Cycle	30

New Balance	\$4,024.73	
Amount Past Due	\$847.00	
Total Minimum Payment Due	\$1,006.00	
Payment Due Date	05/22/2016	
Late Payment Warning:	If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$37.00.	
Minimum Payment Warning:	If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges, and the balance is due by the end of the billing cycle, and you make only the minimum payment, the balance will remain unpaid.	You will pay interest on the balance throughout the month.	And some day, after many months, you will still owe money.
Only the minimum payment	15 years	\$9,168.00

If you would like information about credit counseling services, call 1-877-302-8775.

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount		
04/22	04/22		FEES			
			LATE FEE	\$37.00		
			TOTAL FEES FOR THIS PERIOD	\$37.00		
			INTEREST CHARGED			
04/29	04/29		INTEREST CHARGE ON PURCHASES	\$81.25		
			TOTAL INTEREST FOR THIS PERIOD	\$81.25		
			Total Fees Charged in 2016	\$148.00		
			Total Interest Charged in 2016	\$313.25		
			Total Interest Paid in 2016	\$0.00		

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$3,955.40	\$81.25	2D

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

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Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 465 8			
Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$1,006.00	\$847.00	05/22/2016	\$4,024.73

Payment Enclosed:  
Please use blue or black ink.

New address or email? Print changes on back.

\*24012784658\*

 WILLIAM L LESTER JR  
 1202 6TH AVE NE  
 JACKSONVILLE AL 36265-1110

 FDAAFTFTDTTADDDTTAFTATTATFATDDDAATDTFAADFFTDDFATTAFFAAFTDDDF  
 Make Payment to: LOWE'S/SYNCHRONY BANK  
 P.O. BOX 530914  
 ATLANTA, GA 30353-0914  
 AFFTDFDFTFTFAFDFTTDFFFDTTADAFTATTATFTFATTFATDFATTTAATDD

00159000009600 010060000402473 000 [REDACTED] 4 65803

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.**

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3D (Daily Balance excluding current transactions):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

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This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street			
	Address			
	City, State			
	ZIP			
	Phone #	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
	Email	Email Address		

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.

# **EXHIBIT G**



**BILL of SALE**

**PRA (PRIS) Bulk – PLCC Fresh– June 2016**

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 17<sup>th</sup> day of July, 2015 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 23, 2016, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik  
Ken Wojcik  
Title: SVP Collections and Recovery